

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT  
OF WASHINGTON AT TACOMA

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL NO, 21,

Plaintiff,

v.

CHI FRANCISCAN HEALTH, HARRISON  
MEDICAL CENTER,

Defendant.

No. \_\_\_\_\_

**COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING  
AGREEMENT AND TO ENFORCE  
ARBITRATION AWARD**

COMES NOW, the Plaintiff, United Food and Commercial Workers Union, Local No.  
21, by and through its attorneys, and hereby alleges as follows:

**I. Jurisdiction, Venue and Parties**

1. Plaintiff is a labor organization within the meaning of 29 U.S.C. Section 152 (5).

Plaintiff's principle office is in Seattle, WA. Plaintiff represents employees working throughout  
the State of Washington, including employees working in Bremerton, WA.

2. Defendant is an employer within the meaning of 29 U.S.C. Section 152 (2). Defendant is  
or operates an acute care hospital located in Bremerton, WA.

3. Plaintiff represents employees employed by the Defendant at the Bremerton hospital.  
At all times material herein, Plaintiff represented a bargaining unit composed of registered nurses  
working for the Defendant at the Bremerton hospital.

4. Jurisdiction is proper in this court pursuant to the Labor Management Relations Act, 29 U.S.C. Section 185 (c).

5. Venue is proper in this court under 29 U.S.C. Sections 185 (a) and (c) because the Plaintiff's principle office is in Seattle, WA.

## **II. Factual Background**

6. At all times material herein, the registered nurses working for the Defendant at the Bremerton hospital have been covered by a collective bargaining agreement (hereafter "the Agreement") between the Plaintiff and Defendant, which is attached hereto as Exhibit A. The Agreement sets forth a grievance process in Article 15 that is initiated by a written grievance and culminates in final and binding arbitration.

7. On February 15, 2017, Arbitrator Luella Nelson issued an "Opinion and Award" (hereafter "the Award") resolving a grievance the Plaintiff had filed under the Agreement. A copy of the Award is attached hereto as Exhibit B. The Arbitrator determined that Defendant violated the Agreement by not paying the contractual daily overtime rate to registered nurses who reported missed rest period time. The Award also required the Defendant to pay wages to the registered nurses who were entitled to the daily overtime rate on such time retroactive to March 15, 2015.

7. The Defendant did not seek to vacate the Award.

8. The Defendant has not complied with the Award. Specifically, the Defendant has not paid any back-wages to any registered nurse covered by the Award who reported missed rest break time from March 15, 2015, to the date of the Award. Nor has the Defendant even paid the contractual daily overtime rate to any registered nurses who have reported missed rest break time after the date the Award was issued.

10. Plaintiff contacted the Defendant on multiple occasions after the Award was issued to determine when the Defendant will pay the wages due under the award. Defendant claims it is adjusting its payroll systems to comply with the Award. However, more than ninety days have

1 now passed since the Award was issued and the wages due under the Award still have not been  
2 paid. Defendant continues to deprive registered nurses of the contractual overtime wages they  
3 are entitled to receive when they report missed rest breaks.

4 11. In her Award, the Arbitrator reserved jurisdiction for a period of 30 days to resolve any  
5 disputes involving the “remedy” portion of the Award. The Defendant has not invoked the  
6 Arbitrator’s reserved jurisdiction. The Plaintiff timely invoked the Arbitrator’s reserved  
7 jurisdiction and requested that she schedule a hearing so that any issues surrounding the remedy  
8 in the Award could be resolved through arbitration. On two separate occasions, the Arbitrator  
9 supplied dates to the parties and asked that they respond with their availability for a second  
10 hearing. Plaintiff responded to the Arbitrator with its availability for a hearing. To date, the  
11 Defendant has not responded to the Arbitrator.

### 12 **III. Causes of Action**

13 12. The Defendant has breached the Agreement by failing or refusing to comply with the  
14 Award;

15 13. The Defendant has violated and continues to violate Washington State law governing  
16 time intervals for payment of wages, including Washington Administrative Code 296-126-023;

17 14. The Defendant has violated and continues to violate RCW 49.52.050 (2) by willfully  
18 withholding wages owed to registered nurses under the Award and the Agreement.

### 19 **IV. Prayer for Relief**

20 WHEREFORE, the Plaintiff requests the following relief for its complaint:

21 1. For an Order confirming the Award and directing the Defendant to fully comply with its  
22 terms.;

23 2. For an Order awarding double damages to the registered nurses who are owed wages  
24 under the Award;

25 3. For an Order awarding interest on all sums due under the Award from the date it was  
26 issued until final Judgment;

1 4. For an Order awarding the Plaintiff reasonable attorneys' fees and costs;

2 5. For such other and further relief as the Court deems proper and just.

3 DATED: May 16, 2017.

4 STREEPY LAW PLLC

5  
6 /s/ James G. McGuinness

7 James G. McGuinness, WSBA# 23494  
8 5030 First Ave. South, Suite 101  
9 Seattle, WA 98134  
10 Telephone: (253) 528-0278  
11 Facsimile: (253) 528-0276  
12 jim@mcguinnessstreepy.com  
13 Counsel for Plaintiff, UFCW 21

14 /s/ Aaron Streepy

15 Aaron Streepy, WSBA# 38149  
16 5030 First Ave. South, Suite 101  
17 Seattle, WA 98134  
18 Telephone: (253) 528-0278  
19 Facsimile: (253) 528-0276  
20 aaron@mcguinnessstreepy.com  
21 Counsel for Plaintiff, UFCW 21  
22  
23  
24  
25  
26